Non-Disclosure and Non-Use Agreement

The undersigned acknowledges that TNE International, LLC has furnished, and will furnish in the future, to the undersigned,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a principle place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; hereafter referred to as "Receiving Party") certain proprietary data ("Confidential Information") relating to the business affairs, operations, and sources of supply of TNE International, LLC for study and evaluation by Receiving Party for possibly developing a business relationship with TNE International, LLC and for use while engaged in a business relationship with TNE International, LLC.

"Confidential Information" means information of an Owner including computer programs, business and technical information, marketing plans, sources of supply, customers, and related data.

It is acknowledged by Receiving Party that the information provided by TNE International, LLC is confidential; therefore, Receiving Party agrees not to disclose it and not to disclose that any discussions or contracts with the TNE International, LLC have occurred or are intended, other than as provided for in the following paragraph without specific written permission from TNE International, LLC.

It is acknowledged by Receiving Party that information furnished and to be furnished is in all respects confidential in nature, other than technology information which is in the public domain through other means and that any disclosure or use of same by Receiving Party, except as provided in this agreement, may cause serious harm or damage to TNE International, LLC, and its owners and officers. Therefore, Receiving Party agrees that Receiving Party will not use information furnished for any purpose other than as stated above, and agrees that Receiving Party will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of Receiving Party and to Receiving Party's advisors of their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Receiving Party of the confidential nature of such information and shall be directed by Receiving Party to treat such information confidentially), and (b) any disclosure of information may be made to which TNE International, LLC consents in writing. At the close of negotiations or termination of business, Receiving Party will return to TNE International, LLC all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof. Disclosure of sources of supply to Receiving Party do not require identification of information as ‘Confidential’ or ‘Proprietary’ in nature – all such disclosures shall be inherently considered as such.

Applicable to (Potential) Clients/Customers of TNE International:

It is acknowledged by Receiving Party that information to be furnished regarding Manufacturers or Suppliers that TNE International, LLC introduces to the Receiving Party are not to be used unless the Receiving Party is engaged in a business relationship with TNE International, LLC and can only be used within the business relationship with TNE International, LLC. TNE International, LLC has the exclusive right to represent and use said Manufacturer/Supplier(s) and/or their Manufacturer/Supplier/sub-contractors that are introduced to the Receiving Party. In the event the Receiving Party breaches this agreement and purchases directly from TNE International, LLC Manufacturers or Suppliers or their sub-suppliers without going through TNE International, LLC within 3 years of introduction, The Receiving Party agrees to disclose all sales of this nature to TNE International, LLC and pay a commission of 10% or the profit that TNE International, LLC would have made, whichever is greater, of purchases to TNE International, LLC on a monthly basis. Commission is to be paid for 5 years from the date first production material is received. In the event that a business relationship is not engaged in between TNE International, LLC and the Receiving party, this agreement is effective for 3 years after signature date. In the event that a business relationship is established between TNE International, LLC and the Receiving Party and is subsequently dissolved or terminated, this agreement is in effect for 3 years after termination or dissolution date. All other remedies allowed by law are also applicable.

Applicable to (Potential) Manufactures/Sub-contractors to TNE International:

It is acknowledged by Receiving Party that information to be furnished regarding (potential) Customers/Clients that TNE International, LLC introduces to the Receiving Party are not to be used unless the Receiving Party is engaged in a business relationship with TNE International, LLC and can only be used within the business relationship with TNE International, LLC. TNE International, LLC has the exclusive right to supply customers/clients and subsidiaries or parent companies that are introduced to the Receiving Party. In the event the Receiving Party breaches this agreement and solicits or sells directly to TNE International, LLC Customers / clients without going through TNE International, LLC within 3 years of introduction, The Receiving Party agrees to disclose all sales of this nature to TNE International, LLC and pay a commission of 10% or the profit that TNE International, LLC would have made, whichever is greater, of purchases to TNE International, LLC on a monthly basis. Commission is to be paid for 3 years from the date first production material is received. In the event that a business relationship is not engaged in between TNE International, LLC and the Receiving party, this agreement is effective for 3 years after signature date. In the event that a business relationship is established between TNE International, LLC and the Receiving Party and is subsequently dissolved or terminated, this agreement is in effect for 3 years after termination or dissolution date. All other remedies allowed by law are also applicable.

Applicable to (Potential) Partners or Exploring a Business Relationship:

It is acknowledged by Receiving Party that information to be furnished regarding (potential) Customers/Clients or Business Partners, or technology that TNE International, LLC introduces to the Receiving Party are not to be used unless the Receiving Party is engaged in a business relationship with TNE International, LLC and can only be used within the business relationship with TNE International, LLC. TNE International, LLC has the exclusive right engage with potential partners and/or technology and/or product that are introduced to the Receiving Party. In the event the Receiving Party breaches this agreement and solicits, sells, or engages directly to TNE International, (potential) Business Partners without going through TNE International, LLC within 3 years of introduction, TNE International, LLC may receive all remedies allowed by law. The Receiving Party agrees to disclose all engagement of this nature to TNE International, LLC. In the event that a business relationship is not engaged in between TNE International, LLC and the Receiving party, this agreement is effective for 3 years after signature date. In the event that a business relationship is established between TNE International, LLC and the Receiving Party and is subsequently dissolved or terminated, this agreement is in effect for 3 years after termination or dissolution date. All other remedies allowed by law are also applicable.

This agreement shall be governed by the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state and local courts located in the State of Michigan shall have exclusive jurisdiction of any disputes relating to this agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply nor to any transaction pursuant hereto.

If any provision herein is or becomes invalid or unenforceable under any law of mandatory application, such provision will be deemed severed and omitted. The remaining provisions will remain in full force and effect as written.

No action or inaction taken pursuant to this agreement constitute a waiver of compliance with any covenants or agreements herein.

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This Agreement: (i) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; (ii) may not be amended or in any manner modified except in writing signed by the parties; and (iii) shall be governed and construed in accordance with the laws of the State of Michigan without regard to its conflict of law provisions. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

Arbitration. If any dispute arises out of or relating to this Agreement, its performances or alleged breach, which cannot be resolved by mutual agreement, such dispute shall be submitted to binding arbitration before a single arbitrator under the applicable rules and procedures of the American Arbitration Association (A.A.A.) except that (1) the A.A.A. shall only be obligated to submit one list of proposed arbitrators; (2) in the event the parties do not agree upon an arbitrator within the allowable period, the A.A.A. shall be empowered to select the arbitrator; (3) the arbitration shall be conducted in Southfield, Michigan; (4) the costs of the arbitration shall be initially borne equally by the parties, but the cost thereof shall be awarded to the prevailing party or proportionately, in the event either party partially prevails; (5) each party shall pay its own arbitration cost.

Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party giving the waiver.

Document Author. Both parties shall be considered the author of this document and in the event of lack of clarity or absence of definition, neither party shall be held more liable than the other.

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Print Name Date

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Authorized Representative

Receiving Party

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